



DEPARTMENT OF ENVIRONMENTAL QUALITY

KATHLEEN BABINEAUX BLANCO
GOVERNOR

FEB 15 2006

MIKE D. McDANIEL, Ph.D.
SECRETARY

CERTIFIED MAIL 7004 1160 0000 3793 7488

Mr. Bobby Tedford
West Monroe Tire Service
1101 Thomas Road
West Monroe, Louisiana 71292

RE: Notice of Technical Completeness
West Monroe Tire Service
AI 14647/RTPG-073-3409/P-0328
(PER20030001)
Ouachita Parish

Dear Mr. Tedford:

The Water and Waste Permits Division is in receipt of the final copies of your submittal dated March 28, 2005. After review of this submittal, it has been determined that your Permit Application and subsequent information is technically complete and ready for public review.

The Environmental Assistance Division will distribute copies of your application for public review and place public notices in the appropriate newspapers in accordance with LAC 33:VII.513.F.3. Please contact Ms. Soumaya Ghosn at (225) 219-3276 for the date of publication and the dates for the comment period. At the conclusion of the comment period, the Water and Waste Permits Division will consider all comments and a decision will be made regarding your application/modification.

Please reference Agency Interest Number 14647, Site Identification Number RTPG-073-3409 and Permit Activity Number PER20030001 on all future correspondence pertaining to this facility. If you have any questions concerning this matter, please contact Mr. Timothy Smith of the Solid and Hazardous Waste Permits Section at (225) 219-0029.

Sincerely,

Lenny Young
Administrator
Water and Waste Permits Division

ts

c: Northeast Regional Office

ENVIRONMENTAL SERVICES

: PO BOX 4313, BATON ROUGE, LA 70821-4313

P:225-219-3181 F:225-219-3309

WWW.DEQ.LOUISIANA.GOV

I certify in writing that all the information provided in the application and in accordance with the application is true and correct. Providing false or incorrect information may result in criminal or civil enforcement.

Bob Taylor

Name

2-7-06

Date

Attachment

Addendum to Permit Applications per LAC 33:I.1701

1. Please provide a list of the states where you, as applicant, have federal or state environmental permits identical to, or of a similar nature to, the permit for which you are applying.

The only state in which I have a waste tire processing permit is Louisiana in which I am applying for a permit renewal.

2. Do you owe any outstanding fees or final penalties to the Department?

I do not owe any outstanding fees or penalties to the Department.

3. Is your company a corporation or limited liability company? If yes, attach a copy of your company's Certificate of Registration and/or Certificate of Good Standing from the Secretary of State.

My company is a sole-proprietorship and not a corporation or limited liability company. Sole-proprietorships are not required to have a Certificate of Registration and/or a Certificate of Good Standing from the Secretary of State.

COPY

AI 14647

Table of Contents

original to IOSW
Sm copy to Waste/OS/Secord
AVG

**SECTION A: PERMIT APPLICATION FORM TO PROCESS
WASTE TIRES**

**SECTION B: STANDARD WASTE TIRE APPLICATION
LAC33:VII.10517.A**

**STANDARDS AND RESPONSIBILITIES OF WASTE
TIRE PROCESSORS
LAC33:VII.10525**

**SUPPLEMENTARY INFORMATION
LAC33:VII.523 Part III**

**ADDENDUM TO PERMIT APPLICATIONS
LAC:33:I.1701**

APPENDIX

- #1-LAC33:VII.10517.A.7 (Site Plan)**
- #2-LAC33:VII.10517.A.9 (Police Jury Notification)**
- #3-LAC33:VII.10517.A.10 (Police Jury Authorization)**
- #4-LAC33:VII.10517.A.11 (Owner Authorization)**
- #5-LAC33:VII.10517.A.13 (Fire Marshal Arrangements)**
- #6-LAC33:VII.10517.A.14.e.vi (Accident Plans)**
- #7-LAC33:VII.10517.A.14.f (Processing Method)**
- #8-LAC33:VII.10517.A.14.g (Vector Control)**
- #9-LAC33:VII.10517.A.14.h (Buffer Zone)**
- #10-LAC33:VII.10517.A.15 (Insurance Policy)**
- #11-LAC33:VII.10517.A.16 (Closure Plan)**
- #12-LAC33:VII.10517.A.17 (Closure Fund)**
- #13-LAC33:VII.10517.A.18 (Engineer Certification)**
- #14-LAC33:VII.10517.A.12 (Public Notice)**

INSIDE BACK COVER (Flow Chart)

DEQ - CES
2005 MAR 28 PM 1:19

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF SOLID AND HAZARDOUS WASTE
POST OFFICE BOX 82178
BATON ROUGE, LOUISIANA 70884-2178

PERMIT APPLICATION FORM TO PROCESS WASTE TIRES

The Louisiana Department of Environmental Quality requires that each applicant complete and submit to the Department the following information and any other information deemed necessary by the Administrative Authority. To complete this application all items in this form must be addressed in its entirety.

Please print or type:

1. Name of Business Owner: Bobby Tedford
2. Name of Business/Organization: West Monroe Tire Service
3. Name, address, and phone number of contact person in case of an emergency, if different from the owner:
Wayne Kelly 77 Magnolia Drive (318)343-6156
Name Address Phone /
4. Business Mailing Address: 1101 Thomas Road West Monroe 71292 Ouachita
Street / P.O. Box City Zip Code Parish
5. Location of Tire Processing Facility: 1101 Thomas Road West Monroe 71292 Ouachita
Street City Zip Code Parish
3 17 3
Section Township Range
6. Telephone /: (318)323-3763 Federal Tax ID#: 72-1193044
(include area code)
Permit /: _____ State Tax ID#: 7542707001 11
(to be assigned by the Department)
Facility /: _____
(to be assigned by the Department)
7. Name of Authorized Agent of Process, if applicable:

8. CERTIFICATION:

I HAVE PERSONALLY EXAMINED THE ENVIRONMENTAL QUALITY ACT R.S. 30:2001 ET SEQ. AND AM FAMILIAR WITH THE INFORMATION SUBMITTED IN THIS DOCUMENT, AND I HEREBY CERTIFY UNDER PENALTY OF LAW THAT THIS INFORMATION IS TRUE, ACCURATE, AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT.

Signature: _____

Date: 6-15-04

Print Name and Title: Bobby Tedford (Owner) Bobby Tedford

Standard Waste Tire Application
In accordance with DEQ Solid Waste Regulations
Title 33 Part VII Chapter 10517

LAC33:VII.10517A Processing Facility

LAC33:VII

10517A.1 Name of the applicant

Bobby Kent Tedford

LAC33:VII

10517A.2 Name and telephone number of Owner/Contact

Bobby Kent Tedford (318) 323-3763

LAC33:VII

10517A.3 Business address, including city, state, parish, and zip code

*1101 Thomas Road
West Monroe, LA 71292
Ouachita Parish*

LAC33:VII

10517A.4 Location of the processing facility, including section, township, and range

*1101 Thomas Road
West Monroe, LA 71292
Section 3 Township 17 Range 3*

LAC33:VII

10517A.5 Business telephone number

(318) 323-3763

LAC33:VII

10517A.6 Federal identification number and state tax identification number

*72-1332281 Federal I.D.
7542707001 11 State I.D.*

LAC33:VII

10517A.7 Name, address, and phone number of a contact person in case of an emergency, other than the individual specified in Paragraph A.2 of this section

*Wayne Kelly 77 Magnolia Drive Monroe, LA 71201
(318) 343-6156*

LAC33:VII

10517A.8 A certification in writing that all the information provided in the application and in accordance with the application is true and correct. Providing false or incorrect information may result in criminal or civil enforcement. The applicant shall also provide the site master plan, including property lines, building, facilities, excavations, drainage, roads, and other elements of the process system employed, certified by a registered engineer licensed in the state of Louisiana;

See accompanying appendix #1 (Site Plan)

LAC33:VII

10517A.9 A copy of written notification to the appropriate local governing authority, stating that the site is to be used as a waste tire processing facility

See accompanying appendix #2 (Police Jury Notification)

LAC33:VII

10517A.10 Written documentation from the appropriate local governing authority, stating that the facility is in compliance with local zoning and permitting requirements

See accompanying appendix #3 (Police Jury Authorization)

LAC33:VII

10517A.11 Written documentation from the property owner granting approval for use of property as a waste tire processing facility, if property owner is other than applicant

See accompanying appendix #4 (Property Owner Authorization)

LAC33:VII

10517A.12 Proof of publication of notice of intent to submit an application for a waste tire processor standard permit

Notice of intent to submit an application for a waste tire processor permit Renewal has been submitted to the official journals for both the state of Louisiana and the parish of Ouachita. See accompanying appendix #14 (Proof of Publication)

LAC33:VII

10517A.13 A letter of compliance and certification of premises and buildings from the state fire marshal

See accompanying appendix #5 (Fire Marshal Arrangements)

LAC33:VII

10517A.14 An operational plan addressing the following

a. Facility access and security

Control of ingress and egress will be maintained at the site. The entire facility is surrounded by a six foot chainlink fence. The only access to the site is controlled by two gates, each being twenty foot wide. These gates will be locked when the facility is not open for operation and the facility is manned and monitored by security cameras during operation so as to not allow the removal or disposal of waste tires

b. Waste tire acceptance plan, to determine, record, and monitor incoming quantities of waste tires

As specified in LAC 33:VII 10525.A1&2 and LAC 33:VII10525.B&C All tires entering the facility are to be accompanied with tire manifests. The number of tires will be verified by physically and manually counting each waste tire. We will then sign each manifest upon receiving them. We will not accept more than five unmanifested tires per day per customer. We will maintain a logbook for all unmanifested tires which will include the name and address of the customer, license plate number of the vehicle delivering them, phone number of the customer, number of tires received, date, time, and signature of the customer delivering the tires.

Each month, we will submit all completed manifests along with copies from the logbooks of all unmanifested tires to the DEQ Office of Management and Finance. We will also return completed copies of the waste tire manifests to the appropriate waste tire generators within 30 days of the origination date of the manifest. These tires are counted manually as they enter the facility.

Waste tires are processed at the northeast corner of the facility at the end of the access road. After the tires are processed, they are then loaded back onto the trailer. Should waste tires have to be stored, then the cut halves are stacked upside down so as not to allow any water to accumulate in the processed tires. These tires would be stacked in the same area as where they are processed. See inside back cover (Flow Chart) for a detailed description of how the waste tires are accepted, processed, and disposed of.

On a form obtained from the Office of Management and Finance, Financial Services Division, a monthly report will include a certified record of pounds of tires processed during the month, along with all completed manifests for the month and the log recording of all unmanifested waste tires deposited at the facility. The monthly report shall also include a certified record of the pounds of waste tire material that have been marketed and delivered as a product or raw material for beneficial reuse.

LAC33:VII

10517A.14 An operational plan addressing the following (Continued)

c. Method to control water run-on/runoff

The facility has several structures to control this. See accompanying appendix# 1 (Site Plan) showing these structures. The site is not located in a flood zone. The facility has a parish maintained ditch on the north side along with street drain culverts on the north, south, and west sides of the facility. All storm water run-on/run-off is very easily controlled by these features as to not allow standing water to accumulate at the facility and will be in compliance with all state and federal rules and regulations.

d. Days and hours of operation

Our operational hours are 8:00 A.M. till 5:00 P.M. Monday thru Friday and 7:00 A.M. till 12:30 P.M. Saturdays.

e. Waste tire storage method

Under normal working conditions, all waste tires both pre-processed and post-processed are stored in trailers. As soon as they arrive, tires are manually unloaded from trailers, counted, and loaded on a conveyor for processing. Processed tires are reloaded back into the trailers for transportation from the facility. However, if tires must be stored outside for a short period of time due to equipment malfunction, rain, illness, or other unusual circumstances, they will be stored as required by LAC 33:VII.10525.

i. Dimensions of waste tire piles

Waste tire piles and waste tire material will be stored in conformance to fire codes and will not be stored within 10 feet of the facility boundary. They will be stored in piles not to exceed 10 feet in height, 20 feet in width, and 200 feet in length and will be separated by lanes with a minimum width of 50 feet to allow access by emergency vehicles and equipment. No open burning will be conducted on the premises. West Monroe Tire has entered into an agreement with the Ouachita Parish Fire Department to respond to fires at the facility. They have been provided with the fire protection and safety plan for the facility which is included as Appendix #8 expanded.

ii. Maximum number of waste tires and waste tire material to be stored at any one time

The maximum number of waste tires to be stored would never exceed two thousand tires. The maximum number of processed waste tire materials would never exceed two thousand processed tires.

iii. Width of fire lanes

The fire lanes will be a minimum width of 50 feet. This will include clear area away from building and used tires so as to allow access for any emergency vehicles should the need arise. Access and fire lanes to and within the site will be free of potholes and ruts and be designed to prevent erosion.

iv. Method of storage to exclude standing water, including inside storage

All tires will be stored in a manner to exclude standing water. If exposed to the elements, the tires will be covered by tarps to prevent water from collecting in them. Suitable drainage structures or features will be provided to prevent or control standing water in the waste tires, waste tire material, and associated storage area. All water discharges, including storm water runoff, from the site will be in accordance with applicable state and federal rules and regulations

LAC33:VII

10517A.14 An operational plan addressing the following (Continued)

e. Waste tire storage method (Continued)

v. Type of access roads and buffer zones

The access lanes to and within the facility shall be free of potholes and ruts and be designed to prevent erosion. Facility roads will be maintained as all-weather roads.

vi. Emergency control plans in case of fire or accident

See accompanying appendix #6 (Emergency Accident Plans) there shall be no open burning allowed at the facility.

f. A detailed description of the waste tire processing method to be used, including daily capacity

We process tires so that they are no longer whole by using equipment that slices the tire in half down the length of the tread. The end result is two halves of the tire that cannot hold air or trap water when stacked correctly or buried. By utilizing this processing method, there are no residuals left that may affect air or water quality, just two complete halves that can be buried in a final destination. Our daily capacity is around 500 tires to 600 tires. See inside back cover (Flow Chart) for a detailed description. See appendix # 7(Processing Method) for the equipment manufacturers brochure on how the equipment processes waste tires.

Waste tire loads are brought into the facility via the north gate on trucks pulling trailers loaded with these tires. The trucks then back the trailers into the northeast corner of the facility whereas the tires are then individually unloaded by manual labor and manually counted as they are unloaded. At this time, any used tires that are going to be resold are separated and the totals documented on the accompanying manifests. The used tires are then barrel stacked according to tire sizes behind the

facility building. These used tires are covered with tarps to prevent any standing water from accumulating in them until they are sold. These used tires are stored in accordance with all current regulatory standards.

The remaining waste tires are processed as they are being unloaded from the trailers. Each individual tire is manually carried from the trailer to the processing machine and processed. The processing machine is extremely portable and can be placed at the back of the trailers to minimize the amount of manpower and time needed to process the tires. The numbers of tires processed from the loads are also documented on the accompanying manifests, noting any discrepancies that might occur from tires being miscounted as they were being loaded onto the trailers at the original points of pickup. These processed tires are then reloaded back onto the trailers and transported to the local landfill (or other LDEQ approved final destination) for final disposal. We receive weight documentation from the landfill stating how much processed material has been properly disposed of. Should the processed tires have to be stored at the facility for any short period of time, the processed tire halves are stacked upside down at the location of where they are unloaded from the trailers so as not to allow any water to accumulate in the material. If the tires are not to be immediately unloaded from the trailers to be processed then the open trailer tops will be covered to prevent rainwater from accumulating in the tires.

Each month, we will submit all completed manifests along with copies from the logbooks of all unmanifested tires to the DEQ Office of Management and Finance. We will also return completed copies of the waste tire manifests to the appropriate waste tire generators within 30 days of the origination date of the manifest. These tires are also counted manually as they enter the facility.

g. Site grounds maintenance and disease vector control to minimize vector-breeding areas and animal attraction

West Monroe Tire will control vectors and minimize vector breeding areas and areas that might attract animal habitation. We cut any grass or weeds that may happen to grow on our facility so as not to allow vector breeding areas. See accompanying appendix # 8 (Vector Control) for contracts with the companies that are utilized in this matter for vector control. We are also on the Ouachita Parish Mosquito Abatement Districts program. They monitor and treat our facility as needed to assure no mosquito's are breeding unbeknownst to us. We have no outside long term storage of tires that would encourage vector problems. We have a usual sixty day turnaround time on any used tires that are stored outside. This means that no used tire is kept at the facility for longer than sixty days before being sold and removed from the facility. This also assures no long term storage that might encourage any vector breeding areas.

i. Controlling fly, mosquito, and other insect emergence and entrance

West Monroe Tire will control fly, mosquito, and other insect emergence and entrance. We can control any mosquito emergence by using our parish mosquito control people. They will come out and spray for any problem that may arise from the storage of tires as needed. Ouachita Parish has an excellent program to deal with this problem. Ouachita Parish Mosquito Control can and will handle any mosquito emergence that we have, if any. They can be contacted at (318) 323-3535. They inspect us on a regular basis. We are in pest control contracts with Cripps Exterminating Company who inspect us on a monthly basis. They treat any insect

emergence that they find outside of the mosquitos. Tires that are stored outside are covered with tarps to minimize or eliminate insect breeding.

ii. Controlling rodent burrowing for food or harborage

We always use a licensed exterminator who is specifically trained in this area to control any rodents that may come into our facility. We are currently using Cripps Exterminating Company who services our facility on a monthly basis. They inspect us and treat our facility if any indications of rodents are found. They provide us with monthly documentation of the type of service needed and provided.

LAC33: VII

10517A.14 an operational plan addressing the following (Continued)

g. Site grounds maintenance and disease vector control to minimize vector-Breeding areas and animal attraction (Continued)

iii. Controlling bird and animal attraction

West Monroe Tire will control bird populations when observation indicates that the facility has become an attractive habitat for birds. We will use professional help from businesses trained in this sort of thing as the need arises.

h. Buffer zones

The Department granted the facility an exemption to the requirement for a 100 foot perimeter buffer zone. See accompanying appendix #9 (Buffer Zone) for a copy of the exemption. The facility will maintain a 50 foot fire lane around all sides of all tire piles as required by the exemption.

i. Method to store waste tire material in detail

We process the tires immediately as they are being unloaded from the trailers. If the tires are not immediately unloaded and processed, the open top trailers are covered with tarps to prevent rainwater infiltration. The waste tires are individually and manually unloaded from the trailers and placed onto the processing machine. After the tires are processed into two halves, they are stacked upside down to prevent any rainwater from accumulating. Once all the tires have been unloaded and processed, they are then manually reloaded onto the trailers to be transported to a DEQ approved final destination which is Benson Environmental. These processed tires are stacked on the trailers upside down also which will prevent any water accumulation in them until they are transported Benson Environmental Services. Our turnaround time is 1 to 2 days. Any processed tires that might have to be stored due to weather or other unforeseen conditions that could keep us from attaining this turnaround time are stacked upside down after they have been processed. This guarantees that no water will be trapped in these sliced tires.

Waste tire piles and waste tire material will be stored in conformance to fire codes and will not be stored within 50 feet of the facility boundary. They will be sorted in piles not to exceed 10 feet in height, 20 feet in width, and 200 feet in length and will be separated by lanes with a minimum width of 50 feet to allow access by emergency vehicles and equipment.

j. End market of the waste tire material

As of this time we are currently transporting our waste tire material to

Benson Environmental Services where they are being chipped. As other useful markets emerge, we will dispose of our waste tire material in these markets if they are environmentally and economically sound markets.

k. Method to control and/or treat any process water

Our facility does not use any water in its processing operations so it would not need to be controlled or treated in the course of our business.

LAC33:VII

10517A.15 Evidence of general liability insurance in the amount of \$1 million provided by an insurer who is admitted, authorized, or eligible to conduct insurance business in Louisiana

West Monroe Tire will maintain liability insurance in the amount of \$1 million provided by an insurer who is admitted, authorized, or eligible to conduct insurance business in Louisiana. See accompanying appendix # 10 (Insurance Policy)

LAC33:VII

10517A.16 Site closure plan to assure clean closure

a. the method to be used and steps necessary for closing the facility;

See accompanying appendix #11 (Closure Plan)

b. the estimated cost of closure of the facility, based on the cost of hiring a third party to close the facility at the point in the facility's operating life when the extent and manner of its operation would make closure the most expensive

See accompanying appendix #11 (Closure Plan)

c. an estimate of the maximum inventory of whole waste tires and waste tire material on-site at any one time over the active life of the facility;

See accompanying appendix #11 (Closure Plan)

d. a schedule for completing all activities necessary for closure; and

See accompanying appendix #11 (Closure Plan)

e. the sequence of final closure as applicable;

See accompanying appendix #11 (Closure Plan)

LAC33:VII

10517A.17 Site closure financial assurance fund

Financial assurance will be met by using a (financial guarantee bond, performance bond, irrevocable letter of credit, and/or standby trust fund as required by LAC33:VII.727) prepared utilizing the language specified in LAC 33:VII.11101. The financial assurance will be reviewed annually and updated if the closure estimates increase. See accompanying appendix #12 (Closure Fund)

LAC33:VII

10517A.18 Plans, specifications, and operations represented and described in the permit application or permit modifications for all facilities must be prepared under the supervision of and certified by a registered engineer licensed in the state of Louisiana

See accompanying appendix #13 (Engineer Certification)

"All information provided in this application and in accordance with this application is true and correct. Providing false or incorrect information may result in criminal or civil enforcement."

LAC33:VII

10517A.19 Certification. The applicant must provide and sign legal certification that all information provided in the application is true and correct with the knowledge of the possibility of punishment under the law for false information

See permit application form in section A for certification

LAC33:VII

10517A.20 Signature and date

See permit application form in section A for signature

LAC33:VII

10517A.21 Name of authorized agent of process, if applicable

Not applicable

LAC 33:VII.523. Part III: Additional Supplementary Information

The following supplementary information is required for all solid waste processing and disposal facilities. All responses and exhibits must be identified in the following sequence to facilitate the evaluation:

A. a discussion demonstrating that the potential and real adverse environmental effects of the facility have been avoided to the maximum extent possible;

The location of the tire processing facility is 1101 Thomas Road, Section 3, Township 17, and Range 3. Scrap tires are brought onto the site and immediately processed, thus ensuring long term storage of whole waste tires doesn't occur, thus avoiding any real adverse Environmental effects. Potential and Real adverse environmental effects of the facility have been avoided to the maximum extent possible: The tire processing process doesn't admit any odor because they are not burned or chemically broken down and the way they are processed and stacked doesn't allow for water or vectors to accumulate inside of them. Extermination service will be provided if the need arises. This is an already existing facility so the continued use of this site will not have any impact on the environment than that which has already been placed on it.

B. a cost-benefit analysis demonstrating that the social and economic benefits of the facility outweigh the environmental-impact costs;

This is an already existing facility we receive waste tires from local transporters if we were not in operation those transporters would have to travel to further processors thus creating more toxic emissions because there travels would be at greater distances. Therefore this site is benefits outweigh the environmental impact cost.

C. a discussion and description of possible alternative projects which would offer more protection to the environment without unduly curtailing nonenvironmental benefits;

There are no alternative projects that would offer more protection to the environment than this already existing facility. Environmental precautions are the number 1 priority of this facility. We will abide by all rules and regulations set forth by the administrative authority and will submit to frequent inspections by the administrative authority to ensure compliance. Therefore because we are an existing facility and the methods we use to process waste tires there are no alternative projects which would offer more protection to the environment without unduly curtailing nonenvironmental benefits.

D. a discussion of possible alternative sites that would offer more protection to the environment without unduly curtailing nonenvironmental benefits; and

As stated above this facility is already existing and no alternative sites would offer more protection to the environment without unduly curtailing nonenvironmental benefits. Our processing process only changes the physical shape of the waste tire not their chemical properties thus we do not emit harmful vapors.

E. a discussion and description of the mitigating measures which would offer more protection to the environment than the facility, as proposed, without unduly curtailing nonenvironmental benefits.

We are an already existing facility and our operations are conducted with safeguarding the environment. Therefore there are no mitigating measures that can be taken that would result in a higher level of protection to the environment. We are a waste tire processor which is part of the recycling process which at this time is the best solution of what to do with waste tire, therefore there is no better way to deal with waste tires than we do, without unduly curtailing nonenvironmental benefits.

WEST MONROE TIRE SERVICE

**1101 Thomas Road
West Monroe, LA 71292
(318)323-3763
FAX(318)323-3781**

**Ouachita Parish Police Jury
Attn: Jay Mitchell
P.O. Box 3007
Monroe, LA 71210**

RE: LDEQ Tire Processing Permitting Requirements

Dear Mr. Mitchell,

In accordance with Louisiana Department of Environmental Quality solid waste regulations Title 33 Part VII Chapter 10517.A.9, I am notifying the appropriate local governing authority that I am renewing my permit to process waste tires at my business. Would you please inform me of all local permitting and zoning requirements that I must meet in order to renew this permit? I must include a copy of this letter and your response with my permit renewal application. I am also including a copy of the Ouachita Parish Police Jury's response to my original waste tire processing application dated February 15, 1995.

I appreciate your help and response in this matter. If there is anything I can do to assist you in this, please don't hesitate to call me at 323-3763.

Sincerely,



Bobby Tedford

Ouachita Parish Police Jury

P.O. Box 3007 • Monroe, Louisiana 71210-3007
(318) 327-1340 • FAX (318) 327-1339

District A
Tom Holtzclaw

District B
Mack Calhoun

District C
Roger Elkin

District D
Daryll Berry

District E
Grady Williams

District F
King Dawson

November 5, 2003

Mr. Bobby Tedford
West Monroe Tire Service
1101 Thomas Road
West Monroe, Louisiana 71292

Re: LDEQ Tire Processing Permit
Renewal Application

Dear Mr. Tedford:

The Ouachita Parish Police Jury has received notice that you have applied to the Louisiana Department of Environmental Quality for a renewal of your permit to process waste tires at 1101 Thomas Road, West Monroe, Louisiana. This location is in an unincorporated area of Ouachita Parish.

Please allow this letter to confirm that the Ouachita Parish Police Jury has not enacted any zoning or other land-use regulations that would prohibit the operation of a waste tire-processing center in the unincorporated areas of Ouachita Parish. The OPPJ has enacted building permit regulations and ordinances regulating the use of construction of structures in flood prone areas of the Parish.

Please advise if additional information or assistance is needed.

Sincerely,

OUACHITA PARISH POLICE JURY


Jay B. Mitchell
Assistant District Attorney

JBM/ck

January 13, 2004

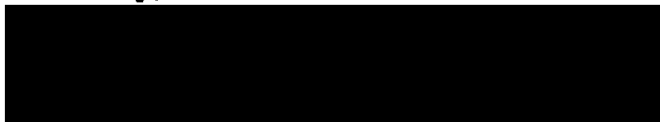
Louisiana Department of Environmental Quality
Office of Environmental Services
Permits Division
P.O. Box 4313
Baton Rouge, LA 70821-4313

RE: West Monroe Tire Service
RTP-073-3409
Ouachita Parish

To Whom It May Concern:

I have given my permission to Bobby Tedford conducting business as West Monroe Tire Service to process waste tires on my land at 1101 Thomas Road, West Monroe LA.

Sincerely,



Lucille Hinkle Smith

I lease 1101 Thomas Road, which is automatically extended every year for a term of one year on July 15th unless at least sixty (60) days prior to July 15th either party gives written notification to the other party that he/she no longer wishes to renew the lease. If written notification is given that the lease will not be renewed I will close the facility under the closure plan *in appendix 11* by the expiration date of the lease which is July 14th of which ever year this applies to.

86

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

LIMITED POWER OF ATTORNEY

BEFORE ME, the undersigned Notary Public, personally came and appeared:

THOMAS B. HAMILTON

who did take oath, depose and state that he does hereby appoint LUCILLE HINKLE SMITH to be his registered agent to receive service of process in any action brought against him in his capacity as curator of JOHN SIMPSON HAMILTON, JR. in the event he is appointed curator.

WITNESSES:

[REDACTED]
[REDACTED]

[REDACTED]

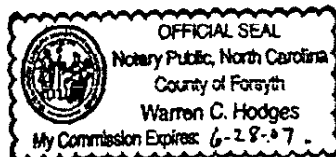
Thomas B. Hamilton

THUS SWORN TO AND SUBSCRIBED this 11 day of September, 2004

[REDACTED]

NOTARY PUBLIC

My commission expires 6-28-2007



LEASE AGREEMENT

LESSOR: John Hamilton, et. al. : STATE OF LOUISIANA
LESSEE: Bobby Tedford d/b/a West Monroe : PARISH OF OUACHITA
Tire Service :

BE IT KNOWN, that on the date(s) set forth below, and in the presence of the undersigned competent witnesses and Notary Public, duly commissioned and qualified as such in and for the State(s) and Parish(es)/County(ies) of execution, there personally came and appeared:

John S. Hamilton, Jr., a single man, and adult resident and domiciliary of Ouachita Parish, Louisiana, whose mailing address is 1606 Glenmar Ave., Monroe, Louisiana 71201 ("Lessor"); Sally Hinkle Colvett, a major domiciliary of Shelby County, Tennessee; Henry H. Hinkle, III, a major domiciliary of Ouachita Parish, Louisiana and

Bobby Tedford d/b/a West Monroe Tire Service ("Lessee"), a married man, and adult resident and domiciliary of Ouachita Parish, Louisiana, whose mailing address is 1101 Thomas Road, West Monroe, Louisiana 71292, and whose wife is Marcia Lynn Tedford,

who declared unto me, Notary Public, in the presence of the undersigned witnesses, that they do hereby enter into the following Lease Agreement ("Lease"), to-wit:

WITNESSETH:

WHEREAS, Lessor is the owner of certain property located within Ouachita Parish, Louisiana; and

WHEREAS, Lessee desires to occupy that same certain property owned by Lessor; and

WHEREAS, the parties hereto wish to enter into an agreement concerning the lease of that certain property and terminating the current lease of the property.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good, valuable, and legal consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is mutually agreed

and covenanted by and between the parties to this Lease as follows:

1. **DESCRIPTION OF PROPERTY.** Lessor does hereby lease and let exclusively unto Lessee and Lessee does hereby rent from Lessor the following described property located at 1101 Thomas Road, West Monroe, Ouachita Parish, Louisiana 71292, together with all improvements and appurtenances thereunto belonging, to-wit:

A certain lot or parcel of ground situated and located in Honest John Addition to Brownville, Louisiana, as per plat on file and of record in Plat Book 6, page 42, records of Ouachita Parish, Louisiana, more particularly described as follows, to-wit:

BEGINNING at the Northwest corner of said Lot One (1); thence proceed in an easterly direction along the North line of said Lot One (1) for a distance of 179.54 feet to the Northeast corner of said Lot One (1); thence South along the easterly line of said Lot One (1) a distance of 150 feet; thence westerly on a line parallel to the North line of said Lot One (1) to the westerly edge of Lot One (1); thence proceed northerly along the westerly edge of Lot One (1) to the Point of Beginning (referred to herein as the "Premises).

2. **TERM OF LEASE.** The term of this Lease shall be for a period of one (1) year beginning the 15th day of July, 2000, and ending the 14th day of July, 2001, unless sooner terminated as hereinafter provided.

3. **RENEWAL.** At the expiration of the term hereunder, this Lease will be automatically renewed for an additional term of one (-1-) year, unless at least sixty (-60-) days written notice of non-renewal is given by either party prior to the expiration of the then expiring Lease term. Each extended term shall be on the same terms and conditions as herein provided for the initial term. The renewal provided for in this Paragraph 3 shall be ineffective if the Lessee is in default under the terms of this Lease.

4. **USE OF PROPERTY.** Lessee will not use, permit, or suffer the use of the Premises or any part thereof for any purpose other than a fire service center, without Lessor's prior written consent. The Premises are leased exclusively for the business and commercial purposes specified, and may never be used at any time for residence purposes. Lessee agrees that neither the Premises nor any part thereof shall be used by any individual or organization other than Lessee, nor for any purpose in violation of the laws of the United States, or the State of Louisiana, nor the ordinances or laws of the City of West Monroe and Ouachita Parish, Louisiana. Accordingly, Lessee agrees to hold Lessor harmless from any violation of said laws and ordinances. Without limiting the foregoing, Lessee hereby represents and warrants that Lessee's use of the Premises, and the conduct of Lessee's business, will comply with all federal, state, and local laws, rules, and regulations relating to health; safety; pollution of air, soil, surface water, or subsurface water; and the

application, use, storage, handling, or disposal of chemicals, pollutants, contaminants, and toxic or hazardous substances. Accordingly, Lessee agrees to hold Lessor harmless from any violation by Lessee of said laws, rules, and regulations.

5. **LESSEE'S ACCEPTANCE OF PROPERTY.** Neither Lessor nor Lessor's agents have made any representations with respect to the building, the land upon which it is erected, or the Premises, except as expressly set forth herein, and no rights, easements, or licenses are acquired by Lessee by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the Premises by Lessee shall be conclusive evidence that Lessee accepts the same "as is" and that the Premises and the building of which the same form a part were in good condition at the time possession was taken.

One thousand dollars. 6. **RENT.** The monthly rent for the Premises for the term of the Lease shall be ~~One thousand dollars~~. Rent is payable in advance on the fifteenth (15th) day of each month to Lessor at the address hereinafter provided. Should any period of rental during the term of the Lease consist of less than a full calendar month, the monthly rent for such period shall equal the product of monthly rent times a fraction, the numerator of which is equal to the number of days of such calendar month during which the Premises are occupied by Lessee, and the denominator of which is the number of days in such calendar month. The initial payment of monthly rent shall be due on or before July 15, 2000.

7. **PAST DUE RENT.** In order to defray the additional expenses in collecting and handling delinquent payments, Lessee shall pay a late charge of Seventy-five Dollars (\$75.00) when any installment of rent or other amount due hereunder by Lessee, is paid more than five (5) days after the due date thereof. This charge is intended to compensate Lessor for additional costs incurred by Lessor, and is not to be considered interest. Failure of Lessor to insist upon the payment of the late charge, isolated or repeated, shall not be deemed a waiver of Lessor's right to impose such charge for any future default.

8. **TERMINATION OF CURRENT LEASE.** The current lease of the Premises is hereby terminated and replaced by this Lease.

9. **TAXES AND ASSESSMENTS.** Lessee agrees to pay all taxes, ordinary and extraordinary, general and specific, which may be levied or assessed on or to the Premises, including any property taxes or taxes levied or assessed on or to Lessee's movable property, improvements, or fixtures located in or on the Premises, which charges shall be the sole obligation of Lessee.

10. **INSURANCE.** After the commencement date of the term of this Lease, Lessee shall, at its own cost and expense, keep the Premises insured against claims for personal injury or property damage under a policy of general public liability insurance, with limitations of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage for a single accident or occurrence.

Lessee shall keep the Premises insured throughout the term of this Lease against loss or damage by fire and such other risks as may be included in the broadest form of extended coverage insurance from time to time available, in an amount equal to the greater of Forty-five Thousand Dollars (\$45,000.00) or one hundred percent (100%) of the insurable value of the Premises. In the event Lessee places movable property upon the Premises or, with Lessor's consent and approval, constructs improvements upon the Premises and/or installs fixtures as a part thereof, Lessee shall, at its own cost and expense, also keep such movable property, improvements, and fixtures insured against loss or damage by fire and such other risks as may be included in the broadest form of extended coverage insurance from time to time available, in an amount equal to one hundred percent (100%) of the insurable value of such property.

All insurance provided for in this Lease shall be effected under enforceable policies issued by insurers of recognized responsibility licensed to do business in the State of Louisiana. Prior to the effective date of this Lease, and at least fifteen (15) days prior to the expiration date of any policy, the original or renewal policy for such insurance shall be delivered to the other party to this Lease. Within fifteen (15) days after the premium on any policy shall become due and payable, the other party to this Lease shall be furnished with satisfactory evidence of its payment.

All policies of insurance shall name Lessor as an additional insured. At the request of the Lessor, any insurance policy shall be made payable to the holders of any mortgage or deed of trust to which this Lease is at any time subordinate, as the interest of such holders may appear, pursuant to the standard clause for holders of mortgages or deeds of trust. All policies shall contain an agreement by the insurers (a) that any loss shall be payable to Lessor or the holders of any such mortgage or deed of trust, notwithstanding any act or negligence of the Lessee which might otherwise result in forfeiture of such insurance, (b) that such policies shall not be canceled except upon ten (10) days prior written notice to Lessor and to the holders of any mortgage or deed of trust to whom a loss may be payable, and (c) that the coverage afforded thereby shall not be affected by the performance of any work in or about the Premises.

11. UTILITIES AND SERVICES. Lessee shall, at its sole expense, furnish all utilities for the Premises, including, but not limited to, electricity, gas, water, sewer, and telephone service.

12. MAINTENANCE BY LESSEE. Lessee shall keep the Premises in good, clean, and habitable condition, and shall at its sole cost and expense keep the Premises free of insects, rodents, vermin, and other pests, and make all needed repairs and replacements, including replacement of cracked or broken glass. Without limiting the scope of the previous sentence, it is understood that Lessee's responsibilities include: (a) the repair and/or replacement of all carpet, floor coverings, interior painting, window and door frames, molding, locks, hardware, special store fronts, signs, placards, decorations, and advertising media of any type within the Premises, and doors, door closure devices, and other exterior openings, (b) the repair and/or replacement of all lighting, heating, air conditioning, plumbing, and other electrical, mechanical, and electromotive installations, equipment, and fixtures directly serving the Premises, (c) all utility repairs in ducts, conduits, pipes, and wiring, and any sewer stoppage located in, under, and above the Premises, (d) care and cleaning of floor

coverings, and (c) landscaping and lawn maintenance. Lessee shall also comply with all applicable laws, ordinances, and governmental regulations. Lessee shall take good care of the Premises and keep the same free from waste at all times. Lessee shall keep the Premises and any sidewalks, service-ways, and loading areas adjacent to the Premises neat, clean, and free from dirt or rubbish at all times, and shall store all trash and garbage within the areas designated for the regular pick-up of such trash and garbage. If Lessee fails to make such repairs or replacements promptly, or within ten (10) days of occurrence, Lessor may, at its option, make such repairs or replacements, and Lessee shall repay the cost thereof to Lessor on demand together with interest at the rate of 10% per annum, compounded monthly, from the date expended until repaid. All expenditures in excess of Five Hundred Dollars (\$500.00) shall be approved by the Lessor or its architect, which approval may be withheld or may be given on such reasonable conditions as Lessor or its architect may elect.

Lessee agrees to keep the exterior walls, floors, and roof in good condition and repair. Lessee will make necessary repairs to maintain the structural soundness of the building. Lessee shall also be responsible for repairs and maintenance of any parking lot or areas, all without cost to Lessor.

13. **WASTE.** Lessee shall not commit or permit to be committed any waste whatsoever.

14. **NUISANCES.** Lessee shall not create or allow any nuisance to exist on the Premises, and Lessee hereby agrees to abate any nuisance that may arise promptly and free of expense to Lessor.

15. **ASSIGNMENT OF LESSOR'S INTEREST.** Lessor shall be entitled to convey, assign, or otherwise dispose of the Premises and Lessor's interest under this Lease at any time, and Lessor shall not be subject to any liability resulting from any act, omission, or event occurring after such conveyance. Lessor may also, at any time and from time to time, assign the whole of the rent at any time payable hereunder.

16. **LESSEE'S COVENANT NOT TO ASSIGN.** Lessee covenants and agrees that Lessee will not sell or assign this Lease, nor sublet the Premises or any part of the same, or transfer in any manner its leasehold interest or its rights under the terms of this Lease without the prior written consent of Lessor or its legal representative.

17. **SUBORDINATION.** Upon request of Lessor, Lessee shall (a) subordinate its right hereunder to the lien of any mortgagee or mortgagees, or the lien resulting from any other method of financing or refinancing now or hereafter in force, against the real estate and/or buildings of which the Premises are a part, and against any buildings hereafter placed upon the real estate of which the Premises are a part, and (b) execute and deliver to Lessor, without delay or expense to Lessor, any instrument that may be necessary as evidence of said subordination.

18. **ESTOPPEL STATEMENT.** Lessee agrees to promptly complete and return to Lessor any statements or documents concerning the Premises and this Lease as may be requested by Lessor. Lessee also agrees to execute, upon request by Lessor, (a) assignments of rent, and (b)

reasonable attornment agreements whereby Lessee will (i) give Lessor's lender thirty (30) days to cure any of Lessor's defaults, and (ii) agree to attorn to Lessor's lender in the event of default, or to any assignee or transferee of Lessor in the event of the sale or transfer of Lessor's interest.

19. **LESSOR'S RIGHT OF ENTRY.** Lessor or Lessor's agents shall have the right to enter the Premises during normal business hours, in order to examine it or to show it to prospective purchasers or lessees.

20. **PERSONAL PROPERTY.** All movable property which Lessee places in, on, or under the Premises shall be and remain at Lessee's sole risk, and Lessor shall not be liable for damage to or loss of such movable property arising from any acts of negligence of any other persons nor from the leaking of the roof, or from the bursting, leaking, or overflowing of water, sewer or steam pipes, or from heating or plumbing fixtures, or from electric wires or fixtures, or from any other cause whatsoever, nor shall Lessor be liable for any injury to the person of the Lessee or other persons in said Premises; the Lessee expressly agreeing to indemnify and save Lessor harmless in all such cases.

21. **LIEN ON FIXTURES.** It is hereby agreed that Lessor shall, during the term of this Lease or as it may be extended, have an express lien (in addition to any statutory Lessor's lien) for the payment of the rent or other charges aforesaid, upon all the trade fixtures, goods and stock in trade, and movable property of Lessee which are, or hereafter may be placed, upon the Premises.

22. **INDEMNIFICATION OF LESSOR BY LESSEE.** Lessee agrees that it will indemnify and hold Lessor harmless of, from, and against (a) all fines, suits, loss, cost, liability, claims, demands, actions, and judgments, of every kind and character, by reason of any breach, violation, or non-performance of any term, provision, covenant, agreement, or condition on the part of the Lessee hereunder, and (b) all claims, demands, actions, damages, loss, cost, liabilities, expenses, and judgments suffered by, recovered from, or asserted against Lessor on account of injury or damage to person or property, including the Premises, to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by the act, omission, negligence, or misconduct on the part of Lessee, or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees, or of any other person entering upon the Premises under or with the express or implied invitation or permission of Lessee, or when any such injury or damage is the result, proximate or remote, of the violation by Lessee, or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees, of any law, ordinance, or governmental order of any kind, or any of the terms, provisions, rules, and regulations included in this Lease (as such terms, provisions, rules, and regulations may hereafter at any time or from time to time be amended or supplemented), or when any such injury or damage may in any other way arise from, or out of, the occupancy or use of the Premises by Lessee, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees. Such indemnification of Lessor by Lessee shall be effective except to the extent such damage or injury may result from the gross negligence or willful misconduct of Lessor. Lessee covenants and agrees that in case Lessor shall be made a party to any litigation commenced by or against Lessee, or relating to the Lease or to the

Premises, then Lessee shall and will pay all costs and expenses, including attorneys fees and court costs, incurred by or imposed upon Lessor by virtue of any such litigation, and the amount of all such costs and expenses, including attorneys fees and court costs, shall be paid by Lessee to Lessor upon demand, plus interest at the rate of 10% per annum, compounded monthly, from the date expended until the date repaid.

23. LIABILITY OF LESSOR. Lessor shall have no liability whatsoever to Lessee, to Lessee's agents, servants, employees, contractors, patrons, guests, licensees, or invitees, to any other person entering upon the Premises under or with the express or implied invitation or permission of Lessee, or to any other person whomsoever for any claims, actions, damages, liabilities, and/or expenses in connection with (a) any injury to person or damage to property on or about the Premises due to the act, omission, negligence of any type, misconduct, or willful act of Lessee, Lessee's agents, servants, employees, contractors, patrons, guests, licensees, or invitees, or any other person entering upon the Premises under or with the express or implied invitation or permission of Lessee, (b) the use of the Premises by Lessee and the conduct of Lessee's business therein, or (c) any maintenance, repair, installation, or alteration in or to the Premises which shall be undertaken by Lessee either in connection with its obligations under this Lease or otherwise.

24. DESTRUCTION OF PREMISES. If the demised Premises are damaged or destroyed by fire or other cause beyond the control of, and not due to the negligence or willful misconduct of, Lessee or Lessee's employees, agents, patrons, guests, licensees, or invitees, Lessor shall allow Lessee a fair diminution of rent to the extent the Premises are unfit for occupancy, until the damages are repaired or the Lease is terminated. If the Premises shall be damaged or destroyed by fire or other cause beyond the control of, and not due to the negligence or willful misconduct of, Lessee or Lessee's employees, agents, patrons, guests, licensees, or invitees, to an extent in excess of fifty percent (50%) of the Premises' then insurable value, then either Lessor or Lessee shall have the option to terminate this Lease by giving ten (10) days written notice to the other party hereof. Notwithstanding any other provision herein to the contrary, and regardless of whether this Lease is continued or terminated, in case of the destruction or damage of the Premises by fire, the elements, or other casualty, during the term of this Lease, all proceeds payable under policies of insurance required to be maintained under Section 10 above shall be paid to Lessor, to the extent of the Premises' insurable value immediately prior to such destruction or damage.

25. CONDEMNATION. If the whole of the Premises or such portion thereof as will make the Premises unsuitable for the purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Lease shall cease from the time when possession is taken by such public authority and rental shall be accounted for between Lessor and Lessee as of the date of the surrender of possession. Lessee shall have no rights in or to any award made to Lessor by the condemning authority.

26. BANKRUPTCY. If at any time during the term of this Lease there shall be filed by or against Lessee in any court a petition in bankruptcy or insolvency, or for a reorganization, or for the appointment of a receiver or a trustee of all or a portion of Lessee's property, and if within thirty

(30) days thereafter Lessee fails to secure a discharge thereof, or if Lessee makes an assignment for the benefit of creditors, or a petition for or enters into an arrangement for the benefit of creditors, this Lease, at the option of Lessor, exercised within a reasonable time after notice of the happening of any one or more of such events, may be canceled and terminated. In such event neither Lessee nor any person claiming through or under Lessee by virtue of any statute or an order of any court shall be entitled to possession or to remain in possession of the Premises. In addition to the other rights and remedies Lessor has by virtue of any other provision herein and elsewhere in this Lease, Lessor may retain as liquidated damages any rent, security, deposit, or monies received by Lessor from Lessee or others on behalf of Lessee.

27. **DEFAULT BY LESSEE.** The happening of any one or more of the following listed events (hereinafter referred to as "Events of Default") shall constitute a breach of this Lease on the part of the Lessee:

- (a) The filing by or on behalf of Lessee of any petition or pleading to declare Lessee a bankrupt, or the adjudication in bankruptcy of Lessee under any bankruptcy law or act.
- (b) The failure of Lessee to pay any rent, insurance, or taxes payable under this Lease within five (5) days after the date such amount is due pursuant to the terms hereof.
- (c) The failure of Lessee to fully and promptly perform any act required of it in the performance of this Lease or to otherwise comply with any terms or provisions hereof, if Lessee shall not cure such failure within ten (10) days after written notice thereof to Lessee.
- (d) The appointment by any Court or under any law of a receiver, trustee, or other custodian of the property, assets, or business of Lessee.
- (e) The assignment by Lessee of all or any part of its property or assets for the benefit of creditors.
- (f) The levy of execution, attachment, or other taking of property, assets, or the leasehold interest of Lessee by process of law or otherwise in satisfaction of any judgment, debt, or claim.
- (g) Lessee shall desert, vacate, or abandon the Premises.

Upon the happening of any Event of Default, Lessor, if Lessor shall elect, (h) may collect each installment of rental hereunder as and when the same matures, (i) may accelerate rents for the remainder of the lease term, or (j) any other person by the order of Lessor, may re-enter the Premises, without process of law, and without being liable to any prosecution therefor, and at the election of Lessor either terminate this Lease or not terminate the Lease, but terminate the right to possession

and occupancy and relet the Premises to any person, firm, or corporation, as the agent of the Lessee or otherwise, for whatever rent Lessor can reasonably obtain, applying the avails of such reletting first to the payment of such reasonable expenses as the Lessor may incur in the reentering and reletting of the same, and then to the payment of the rent due hereunder and the fulfillment of the Lessee's covenants, and in case of a deficiency, the Lessee shall remain liable therefor. Lessee waives service of demand for possession of the Premises, including any and all other forms of demand and notice prescribed by law. The foregoing rights and remedies given to the Lessor are, and shall be deemed to be, given to Lessor in addition to any other and further rights granted to Lessor by the terms of any paragraph herein, or by law, and the failure upon the part of the Lessor at any time to exercise any rights or remedy hereby given to Lessor shall not be deemed to operate as a waiver by Lessor of Lessor's right to exercise such right or remedy at any other or future time. Neither Lessee nor its successors and assigns shall remove its goods, inventory, wares, merchandise, furniture, fixtures, and equipment from the Premises until the terms of this Lease are satisfied in full, nor until all rental and other monies required to be paid by the Lessee to the Lessor shall be paid in full; the Lessee, and any successor thereto by accepting an assignment of Lessee's rights and interests hereunder, hereby specifically grant to the Lessor a lien upon said goods, wares, merchandise, furniture, fixtures, and equipment for the full and faithful performance of the covenants and agreements herein agreed to be done and performed, provided that such liens shall be subordinate to a lien in favor of any purchase money lien encumbering said goods, wares, merchandise, furniture, fixtures, and equipment; and the Lessee, or its successors and assigns, shall pay all costs, expenses, or charges, including a reasonable attorneys fee, in any proceeding begun or had to enforce the provisions of this Lease or in collecting the sums secured hereby, and the same shall become a part of the said sum so secured. In addition to the foregoing remedies, Lessor shall also be entitled to take such action and avail itself of such remedies as may be available to a secured party under the Uniform Commercial Code in effect in the State of Louisiana.

28. **RETURN OF PREMISES.** The Lessee agrees to deliver the Premises to Lessor, or Lessor's assigns, at the expiration of this Lease in the same good order and condition as they were when received, ordinary and usual wear and tear, and natural deterioration beyond the control of Lessee, excepted. Lessee shall remain liable for the rent until the Premises with keys to the same, cleared of all its persons and property, are returned to Lessor, or Lessor's assigns, in good order. No demand or notice by Lessor of such delivery shall be necessary.

29. **IMPROVEMENTS TO BECOME PROPERTY OF LESSOR.** No alteration, addition, or improvement, including, but not limited to, installation of signs or other promotional materials, to the Premises shall be made by Lessee without the written consent of Lessor. Any alteration, addition, or improvement made by Lessee after such consent shall have been given, and any fixture installed as part thereof shall, at Lessor's option, become the property of Lessor upon the expiration or other similar termination of this Lease; provided, however, that Lessor shall have the right to require Lessee to remove such alteration, addition, improvement, or fixture, and return the Premises to substantially the same condition that the Premises were in immediately prior to such alteration, addition, improvement, or installation of such fixture, at Lessee's sole cost, upon termination of this Lease. Any such alteration, addition, or improvement, which is consented to by

Lessor, and the removal thereof and restoration of the Premises, shall be performed by Lessee in a good and workmanlike manner. Under no circumstances shall the Lessee remove from the Premises any of the lighting, heating, air conditioning, plumbing, and other electrical, mechanical, and electromotive installations, equipment, and fixtures serving the Premises.

Lessee agrees not to make any contract for construction, repairs, or improvements on, in, or to the Premises, or any part thereof, or for any work to be done or material to be furnished on, in, or to the Premises, or any part thereof, without providing in any such agreement that no lien of any mechanics or any materialmen shall be created or shall arise against the above described Premises, or any improvements or appurtenances thereunto belonging. All persons furnishing any work, labor, or materials, as well as any and all other persons, shall be bound by these provisions and by this notice thereof from and after the date of this Lease, and notice is hereby given that no mechanic's liens, materialman's liens, or any other encumbrances made by, or obtained against, Lessee, or its interest in the leased Premises, or any improvements or appurtenances thereunto belonging, shall in any manner or degree affect the title or interest of Lessor in the Premises, or any improvements or appurtenances thereunto belonging. To such end, Lessee covenants and agrees that Lessee will not make any contract or any agreement, either oral, written, or otherwise, for any labor, services, fixtures, materials, or supplies, in connection with altering, repairing, or improving the leased Premises, or any improvements or appurtenances thereunto belonging, or for any other purpose whatsoever, without providing in any such contract or any such agreement that the contractors waive all rights to mechanic's liens, materialman's liens, or any other encumbrances, and waive all rights of any subcontractor, or subcontractors, to mechanic's liens, materialman's liens, or any other encumbrances, by reason of furnishing any labor and/or materials under any such contract, or contracts, whether the same may be oral, written, or otherwise, and that such contract, or contracts, shall, upon execution, be immediately filed in the appropriate office of the Clerk of Court of Ouachita Parish, Louisiana, and a copy thereof lodged with Lessor.

30. **LESSOR AND LESSEE RELATIONSHIP.** This Lease shall not be deemed to create a partnership or any relation other than that of lessor and lessee.

31. **MISCELLANEOUS PROVISIONS.**

(a) **Attorneys Fees and Expenses.** If any action at law or in equity is necessary to enforce or interpret the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys fees, costs, and necessary disbursements, in addition to any other relief to which it may be entitled. Notwithstanding the foregoing, should arbitration be instituted by a party under Section 31(I) below, the obligations of the parties for attorneys fees and expenses of arbitration shall be governed by the provisions of said Section 31(I). In the event that this Lease be terminated as hereinabove provided, or if the Premises shall have been abandoned, whether or not the Premises be relet, Lessor shall be entitled to recover from Lessee and Lessee shall pay to Lessor an amount equal to all expenses, if any, including reasonable attorneys fees, incurred by Lessor in recovering possession of the Premises, and all reasonable costs and charges for the care of the Premises while vacant, which damages shall be due and payable by Lessee to Lessor at such time or times as such expenses are

incurred by Lessor.

(b) Entire Agreement, Merger, Amendment, Effect of Permitted Assignment, and Waiver. This Lease represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This Lease may be altered, amended, or modified only by a written document executed by all parties to this Lease. The covenants, terms, conditions, provisions, and undertakings in this Lease, or any renewal thereof, shall extend to and be binding upon the heirs, executors, administrators, successors, and permitted assigns of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land. No failure or delay by any party in exercising any of its rights hereunder shall operate as a waiver thereof, and no waiver of a breach of this Lease shall be valid unless in writing and signed by the party granting such waiver. The waiver of a breach of any provision of this Lease shall not be deemed a waiver of any other breach of the same or a different provision herein, nor shall the waiver of a breach of any provision under one set of circumstances constitute a waiver of a breach under any subsequent or preceding set of circumstances.

(c) Severability. Any term or provision of this Lease that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgement of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties to this Lease hereby acknowledge and agree that the court making the determination of invalidity or unenforceability shall have the power (i) to reduce the scope, duration, and/or area of the term or provision, (ii) to delete specific words or phrases, or (iii) to amend and replace any invalid or unenforceable term or provision, so that the provision as amended by said court under this Section 31(c)(i) to (iii) is valid and enforceable and comes as close as is legally possible to expressing the intention of the invalid or unenforceable term or provision, and this Lease shall be enforceable as so modified after the expiration of the time within which the judgment of said court may be appealed.

(d) Counterparts and Facsimile Signatures. This Lease may be executed in any number of counterparts, all of which counterparts shall be deemed to be, and have the same effect as, an original, and all of such counterparts shall constitute one agreement which shall be binding upon the parties, notwithstanding that all parties to this Lease may not have executed the same counterpart. This Lease may be executed and delivered by facsimile transmission, with the intention that such facsimile signature and delivery shall have the same effect as an original signature and actual delivery.

(e) Notices. Any notice, request, demand, or other communication required or permitted to be given under this Lease shall be sufficient if in writing and if delivered personally or by a recognized courier or overnight delivery service, transmitted by facsimile or other electronic media, or mailed by certified or registered mail, as follows, or to another addressee or address, facsimile number, or electronic mail address, as shall be set forth in a notice given in the same manner:

If to Lessor:
John Hamilton
1606 Glenmar Ave.
Monroe, Louisiana 71201
Telephone: (318) 323-3657

If to Lessee:
Bobby Tedford
West Monroe Tire Service
1101 Thomas Road
West Monroe, Louisiana 71292
Telephone: (318) 323-3763

Any notice shall be deemed to be given and received (whether actually received or not), and effective, on the day such notice is personally delivered or delivered by courier or overnight delivery service, on the day such notice is transmitted by facsimile or electronic mail, as evidenced by confirmation of delivery on the sender's transmission device, or on the day of receipt of such notice if sent by certified or registered mail, as evidenced by the return receipt.

(f) Construction. All parties to this Lease acknowledge that they have thoroughly read the Lease and have had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. The parties have participated jointly in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Lease. The section headings contained in this Lease are included for convenience only and shall not affect in any way the meaning or interpretation of this Lease. When used in this Lease, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates or permits.

(g) Governing Law, Venue, and Jurisdiction. The parties to this Lease hereby acknowledge and agree that this Lease shall be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Louisiana, without giving effect to any conflicts of law rule or principle that might require the application of the laws of another jurisdiction, and irrespective of the fact that any party now is or may hereafter become a resident or domiciliary of a different state. The parties to this Lease hereby further acknowledge and agree that the proper venue and jurisdiction for any action or proceeding relating in any way to this Lease shall be Ouachita Parish, Louisiana. Each party hereby irrevocably submits to the personal jurisdiction of the federal or state courts located in Ouachita Parish, Louisiana.

(h) Costs of Parties. Notwithstanding anything herein to the contrary, the parties to this Lease hereby acknowledge and agree that each party will bear their own expenses incurred in

connection with the negotiation, review, and execution of this Lease.

(i) Computation of Time. Whenever the last day for the exercise of any privilege or the discharge of any duty under this Lease shall occur on a Saturday, Sunday, or public or legal holiday in the State of Louisiana or the United States of America, the party having such privilege or duty shall have until midnight, central time, on the next succeeding regular business day to exercise such privilege or discharge such duty.

(j) Indemnification. Each party hereby acknowledges and agrees that, upon demand, such party will hold harmless and immediately indemnify the other parties hereto, from and against any and all expenses, liabilities, and claims of any nature or description incurred by or imposed upon such other parties by reason of, on account of, or as a result of said party's breach of, or failure to observe, any provision of this Lease.

(k) Specific Performance and Cumulative Remedies. The parties to this Lease hereby acknowledge and agree that the remedy at law for any breach of the provisions of this Lease is inadequate, and the parties will be irreparably damaged in the event this Lease is not specifically enforced. Therefore, the parties to this Lease shall be entitled to injunctive relief against any breach or threatened breach of any provision of this Lease. Any remedy provided for in this Lease, including the remedy of specific performance provided for in this Section, shall be cumulative and nonexclusive, and shall be in addition to any other remedy which the parties to this Lease may have at law or in equity.

(l) Arbitration. To the extent any controversy arising out of this Lease, or concerning the alleged breach hereof, cannot be settled by the mutual agreement of the parties hereto, such controversy shall be submitted to binding arbitration with the American Arbitration Association ("Association"). Notwithstanding the provisions of this Section, either party may seek appropriate injunctive relief from any threatened conduct. The nonprevailing party shall bear the expenses in the arbitration proceeding, unless the arbitrator determines otherwise. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The procedure for arbitration shall be in accordance with the Association's then existing rules, except that each party may select one arbitrator, and the two selected arbitrators shall choose a third arbitrator, which third arbitrator shall arbitrate the controversy. If either party fails to select an arbitrator within fifteen (15) days after arbitration is sought, or the two selected arbitrators fail to select a third arbitrator within fifteen (15) days after arbitration is sought, the Association shall select the arbitrator who shall arbitrate the controversy.

(m) No Third Party Rights. This Lease and the covenants and agreements contained herein are solely for the benefit of the parties hereto. No other person shall be entitled to enforce or make any claims, or have any right, pursuant to the provisions of this Lease.

(n) Further Assurances. Each party to this Lease hereby acknowledges and agrees to execute any and all documents and to perform such other acts as may be necessary or expedient to

further the purposes of this Lease and the transactions contemplated hereby.

THUS DONE AND SIGNED, at West Monroe, Ouachita Parish, Louisiana, on this the 23
day of June, 2000.

WITNESSES:

[REDACTED]

[REDACTED]

John S. Hamilton, Jr.

[REDACTED]

[REDACTED]

Robby Tedford

[REDACTED]

NOTARY PUBLIC


[REDACTED]

RESTORING THE SERVICE (010702) 0701 11700703 03.13F 7.017

THUS DONE AND SIGNED, at _____, _____ Parish,

Louisiana, on this the _____ day of _____, 2000.

WITNESSES:


Henry H. Hinkle, III

NOTARY PUBLIC

THUS DONE AND SIGNED, at Orachita Parish,

_____, on this the 8 day of July, 2000.

WITNESSES:


Sally Hinkle Colvett

NOTARY PUBLIC

ARNOLD, PETTWAY, DIXON, & LANDRY, L.L.P.
ATTORNEYS AT LAW

Forrest E. Arnold, III * † ‡
James R. Pettway * †
Joe H. Dixon, Jr.
John B. Landry, Jr. *

P. O. Drawer 4877
Monroe, Louisiana
71211-4877

TELEPHONE
(318) 388-1950

STREET ADDRESS
1603 Lamy Lane
Monroe, Louisiana 71201

TELECOPIER
(318) 323-7478

- * Board Certified Tax Attorney
- † Board Certified Estate Planning and
Administration Specialist
- ‡ Also admitted in Tennessee
- Also admitted in Mississippi

July 10, 2000

John Hamilton
1606 Glenmar
Monroe, La. 71201

Bobby Tedford
West Monroc Tire Service
1101 Thomas Road
West Monroc, La. 71292

Re: Lease of 1101 Thomas Road
APD&L File No. 1473/002

Dear John and Bobby:

I am enclosing an original lease agreement. I note that the signatures of Sally Colvett and Hill Hinkle have not been executed before a notary public. Execution before a notary public has the effect of shifting the burden of proof to the signing party if the party signing the instrument denies that the signature on the document is that party's signature. Otherwise the lack of execution before a notary public should not affect the practical realization of the intent of the parties to lease of the property. In other words, if Bobby is concerned about Sally or Hill later denying their signature, then I will need to send the documents to Sally and/or Hill for execution before a notary public. Please give me a call if you have any questions.

Very truly yours,

Arnold, Pettway, Dixon & Landry, L.L.P.


Joe H. Dixon, Jr.

Enclosures

STATE OF LOUISIANA

OFFICE OF STATE FIRE MARSHAL, CODE ENFORCEMENT, AND BUILDING SAFETY INSPECTION REPORT

This inspection is intended for your safety and the safety of the citizens of Louisiana. Your cooperation is greatly appreciated.

PLEASE PRINT

SHREVEPORT

0000491207-001

FIRE ID. 9521		OCCUPANCY 26		EXT. NO NO		PARISH 37		BLDG.S 01		STORIES 001		# INSP. 1		BADGE 332		SCHED. INSP. DATE 11/29/2004		INSP. TYPE AN GE		ACT. INSP. DATE 11/29/2004		BEGIN TIME 12:42	
ONST. TYPE		FACILITY CODE Z0022612		PROJECT ID.			PROJ. TYPE			PARTL COMP NONE			CAPACITY										
ROSS REFERENCE		YEAR BUILT			SQ. FOOTAGE			SMOKE DET			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			GAS CERT: _____									
								AUTO SPRK			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			ELECT CERT: _____									
								FIRE ALAM			<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			FIRE DRILL: _____									
												BLDG. POWER											
												GAS <input type="checkbox"/> ELECT. <input type="checkbox"/>											

TRADE		OWNER	
AME WEST MONROE TIRE SERVICE		NAME WEST MONROE TIRE SERVICE	
DDRESS 101 THOMAS		ADDRESS	
ITY WEST MONROE		CITY WEST MONROE	
STATE LA		STATE LA	
IP 71292-		ZIP 71292-	
PHONE (318) 323-3763		PHONE (318) 323-3763	
ENANT NAME		TENANT SUITE NO.	TENANT FLOOR NO.
			TENANT SQ. FOOTAGE

CODE SECTION	REQUIREMENTS (List Code Deficiencies)	CORRECTION DATE
	THIS INSPECTION IS MADE TO MINIMIZE FIRE HAZARDS IN OUTDOOR STORAGE OF SCRAP TIRES.	
	ACCEPTANCE SUBJECT TO CONTINUED MAINTENANCE OF QUANTITY OF TIRES AND DISTANCE OF SEPARATION OF PILES, BUILDINGS AND CONTROL OF GRASS AND WEEDS.	
	* ACCEPTABLE FOR OCCUPANCY AND USE WILL BE ALLOWED FOR STORAGE OF SCRAP TIRES AS LONG AS COMPLIANCE WITH NEPA (231) APPENDIX C IS MAINTAINED.	

CC: _____		OFFICE USE	
I hereby certify that this is a true report as a result of my inspection.		ACTION: <input type="checkbox"/> AT1 <input type="checkbox"/> AT2 <input type="checkbox"/> ATC <input type="checkbox"/> ATF <input type="checkbox"/> LL <input type="checkbox"/> LLN	
		<input type="checkbox"/> LLT <input type="checkbox"/> CC <input type="checkbox"/> DE <input type="checkbox"/> FC <input type="checkbox"/> RL <input type="checkbox"/> OTHER _____	
PRINT NAME OF INSPECTOR	BADGE	PRINT NAME of person to whom requirements were explained.	
CHRISTOPHER HICKS	532	x Bobby Tedford	
SIGNATURE OF INSPECTOR	TIME OUT	Signature and Title of person to whom requirements were explained.	
[Redacted Signature]	2:18	[Redacted Signature]	

R.S. 40: 1562 "Whoever fails to comply with any order issued by the Fire Marshal or his authorized representative under any provision of Part III, Chapter 7, of Title 40 of the Louisiana Revised Statutes of 1950, R.S. 40:1569 excepted, shall be fined not more than five hundred dollars or imprisoned, for not more than six months or both. Each day's violation of an order constitutes a separate offense and may be punished as such at the discretion of the court."

SEE REVERSE SIDE OF ORDER FOR RIGHTS OF APPEAL

OWNER'S COPY

DPSFM 7055 (R 4/03)

EMERGENCY ACCIDENT PLAN

PURPOSE:

The purpose of this program is to insure the safety of all employees and customers in case of a medical emergency. All employees are required to follow this written program and respond accordingly.

TRAINING:

The owner (Bobby Tedford) of the company and one employee will receive certification in CPR and basic first aid. They will be able to stabilize an injured person in case of an emergency. The trained employee will use their knowledge to decide whether the injured party can be transported to the nearest hospital, or if it is necessary to call 911.

PLAN:

In case of a medical emergency, the trained employees will use their knowledge to decide whether or not the injured party will require advanced medical treatment. If medical treatment is necessary (beyond first aid), The trained employees will decide if the injured can be moved or if it is necessary to call 911. If the injured party is not in a life-threatening situation, an employee of the company can transport them to the nearest hospital (Glenwood Regional Medical Center) after stabilizing them.

In the event that an employee will be working alone, it is necessary for that employee to check in with a designated person every 90 minutes. If the employee has not checked in within 120 minutes, it is necessary for someone to go to the shop to make sure that the employee is safe, and uninjured.

DISCIPLINARY ACTION:

Any employee not complying with this procedure will be subject to the following disciplinary action:

First offense: verbal warning

Second offense: written warning with unpaid leave

Third offense: Dismissal

12-01-2004

**West Monroe Tire Service
1101 Thomas Road
West Monroe, LA 71292**

**RE: Waste Tire Processor
Emergency Response Notification
AI 14647/RTP-073-3409**

To Whom It May Concern:

We are in receipt of your request as required by La. R.S. 30:2157 and LAC33:VII.10517 acknowledging our ability to respond to a hazardous material incident at your facility located at 1101 Thomas Road, West Monroe LA, 71292. In response to that request, the **Ouachita Parish Fire Department** has the ability to respond to a hazardous materials incident at your facility. We will also respond to fires and first response medical emergencies.

Should you have any questions or need additional information, please contact me at (318) 322-4174

NAME: *Shen Capt*

TITLE: *Captain*

**Glenwood Regional Medical Center
503 McMillan Road
West Monroe, LA 71291**

12-01-2004

**West Monroe Tire Service
1101 Thomas Road
West Monroe, LA 71292**

**RE: Waste Tire Processor
Emergency Response Notification
AI 14647/RTP-073-3409**

To Whom It May Concern:

We are in receipt of your request as required by La. R.S. 30:2157 and LAC33:VII.10517 acknowledging our ability to respond to a hazardous material incident at your facility located at 1101 Thomas Road, West Monroe LA, 71292. In response to that request, the **Glenwood Regional Hospital** has the ability to respond to a hazardous materials incident at your facility. We will respond to medical emergencies.

Should you have any questions or need additional information, please contact me at (318) 329-3855

Sincerely,



Signature.

NAME: Phillip Syvals

TITLE: Director of Risk Management

2004 "C"
KINE ST.

PRE-FIRE PLAN

Property Name WEST MONROE TIRE SERVICE
Street Number 1101 Street Name THOMAS Rd.
Apt/Suite No./Modifier _____ City WEST MONROE
Zip Code 71292 Cross Street RIDGE DR.
Assigned Station #4 Assigned Shift C Assigned Unit 204
Property Phone Number 323-3763
Complex Type (type of business): TIRE SALES AND SERVICE

Fixed Property Use:

- | | | |
|--|--|--|
| <input type="checkbox"/> Assembly | <input type="checkbox"/> Educational | <input type="checkbox"/> Health Care, Detention & Correction |
| <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Mercantile, Business | <input type="checkbox"/> Industrial, Utility, Defense, Agriculture, Mining |
| <input type="checkbox"/> Manufacturing, Processing | <input type="checkbox"/> Storage | <input type="checkbox"/> Outside or Special Property |
| <input type="checkbox"/> Property Use, Other | <input type="checkbox"/> Undetermined | <input type="checkbox"/> None |

Construction Type:

- | | |
|---|---|
| <input type="checkbox"/> Undetermined or not reported | <input type="checkbox"/> Fire resistive |
| <input type="checkbox"/> Protected noncombustible or limited | <input type="checkbox"/> Heavy timber |
| <input checked="" type="checkbox"/> Unprotected noncombustible, not qualify | <input type="checkbox"/> Protected ordinary |
| <input type="checkbox"/> Unprotected ordinary, not qualified | <input type="checkbox"/> Protected wood frame |
| <input type="checkbox"/> Unprotected wood frame, not qualified | <input type="checkbox"/> Not classified |

Construction of Walls:

- | | | |
|---|---|---|
| <input type="checkbox"/> Plaster/Lath | <input type="checkbox"/> Brick | <input type="checkbox"/> Block/Cinder |
| <input type="checkbox"/> Block/Concrete | <input type="checkbox"/> Drywall | <input type="checkbox"/> Paneling |
| <input type="checkbox"/> Plywood | <input type="checkbox"/> Particle Board | <input type="checkbox"/> Poured Concrete/Reinforced |
| <input type="checkbox"/> Stone | <input type="checkbox"/> Wood Frame | <input checked="" type="checkbox"/> Metal |
| | | <input type="checkbox"/> Other |

Construction of Floor:

- | | | | |
|--|-----------------------------------|----------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> Concrete | <input type="checkbox"/> Fletcore | <input type="checkbox"/> Plywood | <input type="checkbox"/> Other |
| <input type="checkbox"/> Hardwood | <input type="checkbox"/> Stone | <input type="checkbox"/> Brick | |

Construction of Roof:

- | | | |
|---|----------------------------------|--|
| <input checked="" type="checkbox"/> Sheet Metal | <input type="checkbox"/> Shingle | <input type="checkbox"/> Composition/Buildup |
| <input type="checkbox"/> Slate | <input type="checkbox"/> Tile | <input type="checkbox"/> Thatch |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Cedar | <input type="checkbox"/> Other |

Number of Floors 1 Number of Units 1 Building Length 87'
Building Width 45' Building Height 10 Building Square 3915
Sprinklers: ☐ Yes ☒ No Standpipes: ☐ Yes ☒ No Number of Standpipes N/A
Standpipe Location N/A
Hydrant 1 Location THOMAS @ RIDGE
Hydrant 2 Location NEW NATCHITOCHES @ RICHARDSON SCHOOL RD
Hydrant 3 Location CAMPBELL @ AMMAN
Hydrant 4 Location CAMPBELL @ BENNIE BREECE
Gas/Fuel Shutoff SW SIDE (FRONT)
Water Shutoff SW SIDE (FRONT)
Electrical Shutoff NORTH SIDE (FRONT CORNER)

Detector Type NONE Detector Power Supply N/A

Location of Fire Escapes N/A Number of Fire Exits 6

Notify In Case of Emergency:

1

First & Last Name BOBBY K. TEDFORD

Name Type: ☐ Occupant ☒ Emergency Contact

Telephone Number 396-1316

☐ Business Owner ☒ Manager/Supervisor

Telephone Number Type:

☒ Home ☐ Business ☐ Cellular ☐ Pager

Telephone Number _____

Telephone Number Type:

☐ Home ☐ Business ☐ Cellular ☐ Pager

2

First & Last Name WAYNE KELLY

Name Type: ☐ Occupant ☒ Emergency Contact

Telephone Number 343-6156

☐ Business Owner ☐ Manager/Supervisor

Telephone Number Type:

☒ Home ☐ Business ☐ Cellular ☐ Pager

Telephone Number _____

Telephone Number Type:

☐ Home ☐ Business ☐ Cellular ☐ Pager

3

First & Last Name _____

Name Type: ☐ Occupant ☐ Emergency Contact

Telephone Number _____

☐ Business Owner ☐ Manager/Supervisor

Telephone Number Type:

☐ Home ☐ Business ☐ Cellular ☐ Pager

Telephone Number _____

Telephone Number Type:

☐ Home ☐ Business ☐ Cellular ☐ Pager

Captain's Signature Neil Brunt

Remarks 42' x 45' ADDITIONAL WORK AREA; Date: 11-9-04

WITH 3 BAYS AND 2 LIFTS.

****Please attach drawing****

The **RUB•R•CUT** TC-100 Tire Cutter

A NEW PRODUCT THAT CUTS TIRES
AND COSTS AT THE SAME TIME

— ADVANTAGES —

- lowest operating cost of any tire cutter on the market today
- One man operation
- Smallest movable cutter on the market today
- Simple to use. Saves hauling costs, making tires disposable at landfill sites that do not accept whole tires
- Lowest price machine on the market today
- The fastest tire cutter on the market today. Cutting approximately 1,000 tires per day depending on operator

- Quality tool steel cutting blade lasting for thousands of cuts
- 2 HP 110/220 single phase 60 cycle electric plug in motor
- Parts readily available for servicing

WEIGHT:

300 lbs.

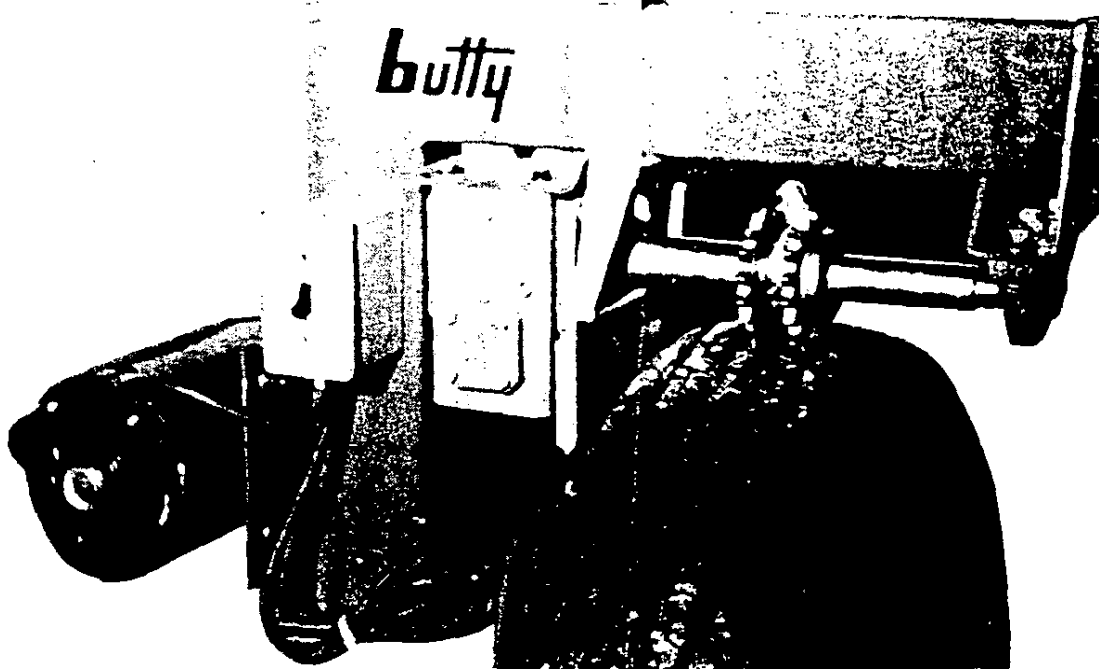
DIMENSIONS:

Height: 56"

Width: 36"

Depth: 34"

IS DISTRIBUTED BY:



disposing of scrap tires used to be easy.

Send them to a landfill, pay the fee...end of story.

NOT ANYMORE!

- Cut tires eliminate air pockets that cause buried tires to surface in landfills.
- Cut tires save on hauling costs and up to 66% storage space.
- Cut tires eliminate problem of animals or insects nesting in stacked tires.
- Cut tires are easy to stack, shred, transport and bury.

Skyrocketing costs and environmental legislation force the tire dealer to send tires for landfill disposal in a more acceptable form.

You can easily and economically prepare tires for disposal with the **Tire Cutter**. We offer both a Passenger Tire Cutter and a Truck Tire Cutter to handle any size of tire in your operation.

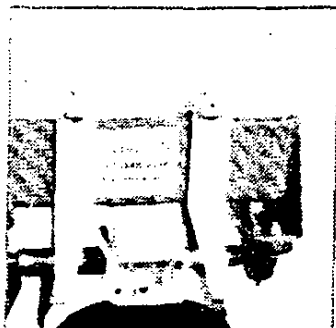
Both models are fast and easy to operate, enabling one person to cut hundreds of tires per day.

Place the tire on the cutter bar, turn on the power, raise the tire to the cutting blade and the tire is cut in seconds. The tool steel blade will cut through the toughest steel cord tires.

** Local laws for landfill use may vary, please check applicable local ordinances*



Blade guard for added safety



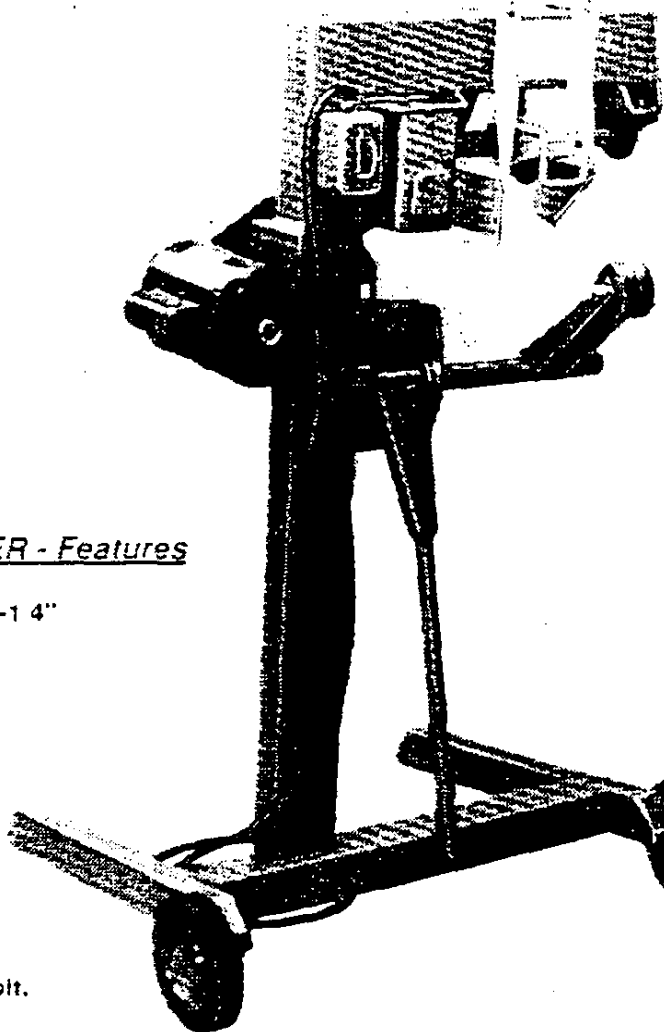
Adjustable tire guides center tire



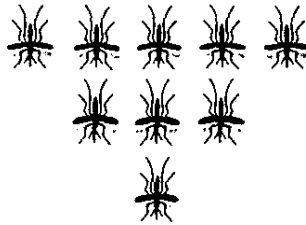
Cam action handle raises tire into blade

PASSENGER TIRE CUTTER - Features

- Handles tire sizes from 13" passenger thru 8.75 x 16.5 (10-1 4" overall max tread width)
- Available in electric or gas models for your convenience
- Adjustable tire guides which center the tire onto the cutting blade
- Built in blade guard for operator protection
- Wheels provide portability
 - Easily rolls into and out of storage space
- Heavy-Duty 2 HP motor, 110 volt, 60 cycle* with reset button



** 25 amp breaker and extension cord with #12 wire required for electric models!*



MOSQUITO CONTROL, INC.

To Whom It May Concern;

This letter is in reference to the action taken by our department in the control of the mosquito population located at "West Monroe Tire Service", 1101 Thomas Rd, West Monroe, LA.

Mosquito Control Inc., now conducting mosquito control activities within Ouachita Parish, will continue to administer to the needs of the area in question. The mosquito population will be monitored monthly and treated on an as needed basis. Chemical insecticides used will include but not be limited to permethrin, resmethrin, and temephos. Larvicides used will include various formulations of *B.t.i. (Bacillus thuringiensis israelensis)* and Altosid®.

If you have any further questions, please feel free to contact us at 318-323-3535.

Sincerely,

[Redacted Signature]
Paul K. Efird, M.S.
Entomologist
Manager

CRIPPS BROS. PEST SERVICE.
P. O. BOX 1847
WEST MONROE, LA. 71294
318-397-2240

NAME: WEST MONROE TIRE (BOBBY TEDFORD)

DATE: MARCH-5-97

ADDRESS: 1101 THOMAS RD.

DUE:

CITY: W. MONROE, LA. 71291

PHONE: 323-3763

SERVICE: PEST CONTROL, RODENT CONTROL

CHARGES:

PAYMENTS:

GUARANTEE: 30 DAYS

CHEMICALS: TAYLON G. — Dursban 2E

TECHNICIAN: JOEL CRIPPS

COMMENTS:

LAST SERVICE:

NEXT SERVICE: 1ST. WEEK APRIL

CALL THE BROS. — NOT THE OTHERS

THANK YOU !

To whom it may concern,

Cripps Bros. Pest Service is providing
services monthly, as well as inspections
for general pest and Rodents.

A . . .



State of Louisiana
Department of Environmental Quality



Edwin W. Edwards
Governor

December 13, 1995

William A. Kucharski
Secretary

Mr. Bobby Tedford
West Monroe Tire Service
1101 Thomas Road
West Monroe, Louisiana 71292

Dear Mr. Tedford:


RE: Request for Exemption
West Monroe Tire Service
RTP-073-3409
Ouachita Parish..

The Louisiana Department of Environmental Quality (LDEQ) has reviewed your request for an exemption from LAC 33:VII.10525.D.2. This exemption is hereby granted under the following conditions:

LAC 33:VII.10525.D.2 West Monroe Tire Service does not have to maintain the required one hundred (100) foot buffer zone. However, West Monroe Tire Service must provide a fifty (50) foot fire lane around all sides of all tire piles.

If you have any questions concerning this matter or need additional information, please contact Mr. William Mollere at (504) 765-0249.

Sincerely,


William A. Kucharski
Secretary

WAK:WRM:mlm

HERM. AGE INSURANCE COMP. NY

1311 Mamaroneck Avenue, Suite 135
White Plains, New York 10605

POLICY NO. HGL/441317-05

RENEWAL CERTIFICATE

NAMED INSURED & MAILING ADDRESS.

BOBBY TEDFORD
DBA: WEST MONROE TIRE CENTER
1101 THOMAS ROAD
WEST MONROE, LA 71292

RENEWAL OF POLICY NO.

HGL/441317-04

PRODUCER NO. C4004

PRODUCER NAME & ADDRESS

ARK-LA-TEX UNDERWRITERS, INC.
1945 EAST 70TH STREET, SUITE C
SHREVEPORT, LA 71105

LOCATION, CONSTRUCTION & OCCUPANCY

1: 1101 THOMAS ROAD, WEST MONROE, LA
71292

RENEWAL PREMIUM \$

Terrorism Premium

Total Premium

RENEWAL PERIOD:

1 08/04/05 08/04/06

TERM(YR) INCEPTION
(MO, DAY, YR)

EXPIRATION DATE
(MO, DAY, YR)

In consideration of payment of the Renewal premium indicated, the policy is hereby renewed by the Company for the period stated, subject to all agreements, stipulations, provisions, conditions and limitations thereof and endorsements thereto, except as stated below. It shall further be subject to any additional endorsements applying during the renewal period.

This renewal certificate shall have the same status as though a new policy had been written with similar provisions, stipulations and agreements.

If during the period that insurance is in force under said policy or as renewed by this certificate, the policy, any authorized endorsements or filed rules and regulations affecting the same, are revised by statute or otherwise, so as to extend or broaden this insurance without additional premium charge, such extended or broadened insurance shall inure to the benefit of the assured hereunder.

COVERAGES PROVIDED - PROPERTY

LOC. NO.	COVERAGE	LIMIT OF INSURANCE	CAUSES OF LOSS	DED.	COINS.	RATES	PREMIUM
----------	----------	--------------------	----------------	------	--------	-------	---------

COVERAGES PROVIDED - GENERAL LIABILITY

GENERAL AGGREGATE	\$	1000000
PROD./COMP/OP.AGG.	\$	1000000
PERSONAL & ADVERTISING INJURY	\$	1000000
EACH OCCURRENCE	\$	1000000
FIRE DAMAGE (ANY ONE FIRE)	\$	50000
MEDICAL EXPENSE (ANY ONE PERSON)	\$	1000

This insurance policy is delivered as a surplus line coverage
FORMS ADDED since code of the State of Louisiana. In the
event of loss, the policy holder or claimant is **not** covered by the Louisiana
Insurance Guaranty Association which guarantees only specific
policies issued by insurance company authorized to do
business in Louisiana. This surplus lines policy has been
procured by the following licensed Louisiana surplus lines broker
ARK-LA-TEX UNDERWRITERS, INC.
Signature of Licensed Louisiana Surplus Lines Broker or
Authorized Representative

Counter Signed
MICHAEL M. GILLEY
08-02-05

CODE PREMIUM
NUMBER BASIS RATE PREMIUM
See Attached Endorsement # 1

Total Premium 2075

Policy Fee

Assessment Fee

111.25

FORMS DELETED:
CG0001 (1001)

POLICY CHANGE (IF ANY) \$12,336.25

By: [Redacted]
Authorized Signature
REC'D SEP 13 2005
HIC5000(10/97)

10525.D.23 A closure plan must be submitted as a separate section with each application. The closure plan for all facilities must ensure clean closure and must include the following

a. The method to be used and steps necessary for closing the facility

To close the facility cleanly, all waste tires would be processed and legally disposed of according to regulations in effect at the time of closure. After this has happened, then any equipment used in the process could then be sold and removed. The facility would then be effectively closed with no environmental hazards left for the future.

b. The estimated cost of closure of the facility, based on the cost of hiring a third party to close the facility at the point in the facility's operating life when the extent and manner of its operations would make closure the most expensive

To hire a third party to close our facility is estimated to cost five thousand dollars. This estimate is based on the following formula:

$$\$100(a+b) + \$1000 = x \text{ amount}$$

\$100 = cost of disposal per ton of waste tire material

a = number of whole waste tires X 20lbs (average weight per tire)

b = number of processed tires X 20lbs (average weight per tire)

\$1000 = any miscellaneous costs

$$a = 2,000 \times 20\text{lbs} = 40,000\text{lbs} = 20 \text{ tons}$$

$$b = 2,000 \times 20\text{lbs} = 40,000\text{lbs} = 20 \text{ tons}$$

$$\$100(20 + 20) + \$1000 = \$5000$$

c. An estimate of the maximum inventory of whole waste tires and waste tire material on-site at any one time over the active life of the facility

Our estimates as stated in the waste tire application and in the above formulas are for there to be a maximum of 2000 whole waste tires or 2000 processed tires for a total of 4000 tires to be on-site at any one time.

d. A schedule for completing all activities necessary for closure

Week 1- to process any whole waste tires on site

Weeks 2 & 3- to dispose of all processed tires on site

Week 4- to close any miscellaneous items of the facility

1 month for complete closure of facility

e. The sequence of final closure as applicable

We would process all tires and then properly dispose of all tire material on site. We would then sell or store any equipment that we had left and close the processing facility as stated.

ISSUING BANK: HIBERNIA NATIONAL BANK 313 CARONDELET STREET INTERNATIONAL BANKING DEPARTMENT NEW ORLEANS, LA 70130		IRREVOCABLE STANDBY LETTER OF CREDIT	NUMBER SB-011492-BL
PLACE AND DATE OF ISSUE: NEW ORLEANS, LA 2005 MARCH 18		PLACE AND DATE OF EXPIRY: AT OUR COUNTERS 2006 MARCH 9	
APPLICANT: BOBBY TEDFORD D/B/A WEST MONROE TIRE SERVICE 1101 THOMAS RD WEST MONROE, LA 71292		BENEFICIARY: STATE OF LOUISIANA, DEPARTMENT OF ENVIRONMENTAL QUALITY P.O. BOX 4303 BATON ROUGE, LA 70821	
		AMOUNT: US\$5,000.00 UP TO AN AGGREGATE THEREOF	
PARTIAL DRAWINGS: PERMITTED.		CREDIT AVAILABLE WITH: HIBERNIA NATIONAL BANK NEW ORLEANS, LA 70130 BY: PAYMENT Against presentation of documents detailed herein and drafts at: SIGHT Drawn on: HIBERNIA NATIONAL BANK 313 CARONDELET STREET NEW ORLEANS, LA 70130	

COPY

COPY

Documents Required:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. SB-011492-BL IN FAVOR OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY OF THE STATE OF LOUISIANA AT THE REQUEST AND FOR THE ACCOUNT OF BOBBY TEDFORD D/B/A WEST MONROE TIRE SERVICE, FOR THE CLOSURE OF ITS RPT0733409, AT WEST MONROE TIRE SERVICE, AT 1101 THOMAS ROAD, WEST MONROE, LA 71292, FOR ANY SUM OR SUMS UP TO THE AGGREGATE AMOUNT OF FIVE THOUSAND AND NO/100 U.S. DOLLARS (USD5,000.00) UPON PRESENTATION OF;

(1) A SIGHT DRAFT, BEARING REFERENCE TO THE LETTER OF CREDIT NO. SB-011492-BL DRAWN BY THE ADMINISTRATIVE AUTHORITY, TOGETHER WITH;

(2) A STATEMENT, SIGNED BY THE ADMINISTRATIVE AUTHORITY, DECLARING THE OPERATOR HAS FAILED TO PERFORM CLOSURE IN ACCORDANCE WITH THE CLOSURE PLAN AND PERMIT REQUIREMENTS AND THAT THE AMOUNT OF THE DRAFT IS PAYABLE INTO THE WASTE TIRE MANAGEMENT FUND.

Continued on page 2.

Page: 2

Letter of Credit No. SB-011492-BL

03/18/2005

(3) THE ORIGINAL OF THIS LETTER OF CREDIT, AND AMENDMENTS, IF ANY.

ADDITIONAL CONDITIONS:

WE CERTIFY THAT THE WORDING OF THIS LETTER OF CREDIT IS IDENTICAL TO THE WORDING SPECIFIED IN THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY'S WASTE TIRE REGULATIONS, LAC 33: VII, 11101 APPENDIX A DATED AUGUST 4, 1994, EFFECTIVE ON THE DATE SHOWN IMMEDIATELY BELOW.

THIS LETTER OF CREDIT IS EFFECTIVE AS OF MARCH 18, 2005, AND WILL EXPIRE ON MARCH 9, 2006, BUT SUCH EXPIRATION DATE WILL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF AT LEAST ONE YEAR ON THE ABOVE EXPIRATION DATE, AND ON EACH SUCCESSIVE EXPIRATION DATE THEREOF, UNLESS, AT LEAST 120 DAYS BEFORE THE THEN CURRENT EXPIRATION DATE, WE NOTIFY BOTH THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND BOBBY TEDFORD D/B/A WEST MONROE TIRE SERVICE, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED OR COURIER SERVICE THAT WE HAVE DECIDED NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE THEN CURRENT EXPIRATION DATE.

IN THE EVENT THAT WE GIVE SUCH NOTIFICATION, ANY UNUSED PORTION OF THIS LETTER OF CREDIT SHALL BE AVAILABLE UPON PRESENTATION OF YOUR SIGHT DRAFT FOR ONE HUNDRED TWENTY (120) DAYS AFTER THE DATE OF RECEIPT BY BOTH THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND BOBBY TEDFORD D/B/A WEST MOROE TIRE SERVICE AS SHOWN ON THE SIGNED RETURN RECEIPTS.

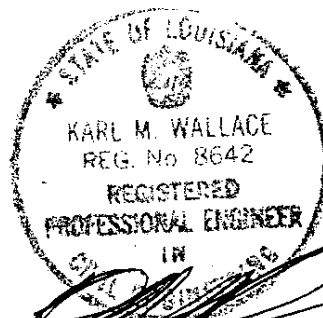
WHENEVER THIS LETTER OF CREDIT IS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, WE SHALL DULY HONOR SUCH DRAFT UPON PRESENTATION TO US AT: HIBERNIA NATIONAL BANK, ATTN: INTERNATIONAL OPERATIONS DEPT., 313 CARONDELET STREET, NEW ORLEANS, LA. 70130, AND WE SHALL DEPOSIT THE AMOUNT OF THE DRAFT IN ACCORDANCE WITH THE ADMINISTRATIVE AUTHORITY'S INSTRUCTIONS.

EXCEPT AS OTHERWISE EXPRESSLY AGREED UPON, THIS CREDIT IS ISSUED SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500.


AUTHORIZED SIGNATURE

COPY

I HEREBY CERTIFY THAT THE ATTACHED
PERMIT APPLICATION FORM TO PROCESS
WASTE TIRES WAS DONE UNDER MY
SUPERVISION.



3/24/05

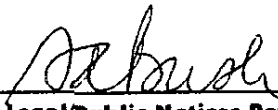
CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was
published in **THE ADVOCATE**,
a daily newspaper of general circulation
published in Baton Rouge, Louisiana,
and the Official Journal
of the State of Louisiana,
the City of Baton Rouge,
and the Parish of East Baton Rouge,
in the following issues:

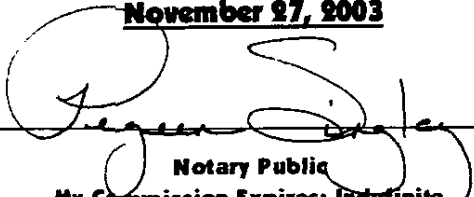
11/27/03



Legal/Public Notices Representative

Sworn and subscribed before me by the
person whose signature appears above:

November 27, 2003



Notary Public

My Commission Expires: Indefinite
Baton Rouge, Louisiana

PUBLIC NOTICE

Notice is hereby given that West Monroe Tire Service does intend to submit to the Department of Environmental Quality, Office of Environmental Services Permit Division an application for a permit renewal to continue the operation of a waste tire processing facility, Ouachita Parish Section 3, Township 1 Range 3, which is located at 1101 Thomas Road, West Monroe, LA.

Comments concerning the facility may be filed with the Secretary of Louisiana Department of Environmental Quality at the following address:

Louisiana Department of
Environmental Quality
Office of Environmental Services
Permits Division
P.O. Box 4313
Baton Rouge, LA 70821-4313

2743063-nov 27-1t

WEST MONROE TIRE SERVICE

BOBBY TEDFORD

1101 THOMAS RD

WEST MONROE

LA 71292

2743063

State of Louisiana
Parish of Ouachita

Before me, the undersigned authority, personally came and appeared [Signature] who being duly sworn, deposes and says that he is Advertising Director of the Ouachita Citizen, and that the advertisement of the

Public Notice for Sale
Service of West Monroe

was published in the Ouachita Citizen in its issue of

January 15 2004

Signed [Signature]

Sworn to and subscribed before me this 16 day of January
2004

[Signature]
Notary Public

Public Notice

Notice is hereby given that West Monroe Tire Service does intend to submit to the Department of Environmental Quality, Office of Environmental Services, Permit Division an application for a permit renewal to continue the operation of a waste tire processing facility in Ouachita Parish Section 3, Township 17, Range 3, which is located at 1101 Thomas Road, West Monroe, LA.

Comments concerning the facility may be filed with the Secretary of Louisiana Department of Environmental Quality at the following address:

Louisiana Department of
Environmental Quality
Office of Environmental Services
Permits Division
Baton Rouge, La 70821-4313

Notice is hereby given that West Monroe Tire Service does intend to submit to the Department of Environmental Quality, Office of Environmental Services Permit Division an application for a permit renewal to continue the operation of a waste tire processing facility in Ouachita Parish Section 3, Township 17, Range 3, which is located at 1101 Thomas Road, West Monroe, LA

Comments concerning the facility may be filed with the Secretary of Louisiana Department of Environmental Quality at the following address:

Louisiana Department of Environmental Quality
Office of Environmental Services
Permits Division
PO Box 4313
Baton Rouge, LA 70821-4313

Monroe, LA
November 28, 2003

Publisher of

THE NEWS-STAR
MONROE, LOUISIANA
PROOF OF PUBLICATION

The hereto attached advertisement
was published in the NEWS-STAR.
daily newspaper of general circulation.

Published in Monroe, Louisiana.

Parish of Ouachita in the issues of:

November 28, 2003
Angela McCarty

LEGAL AD DEPT.

Sworn and subscribed before me by

The person whose signature appears above in Monroe, LA on this

2nd day of December 2003 AD

Virginia Truckay
NOTARY PUBLIC

WEST MONROE TIRE SERVICE FLOW CHART

1. Waste tires accompanied with manifests from new tire dealers are brought to the facility. Waste tires accumulated by West Monroe Tire from the sale of new and used tires are entered into daily logs showing the totals of tires accepted by the facility.



2. All tires from the other new tire dealers are unloaded from the vehicle that brought them by manual labor. The used tires are then manually separated from the waste tires, noting the number of each kind.



3. The waste tires are then hand loaded onto the processing equipment. These tires are then sliced down the middle of the tread by the equipment. The end result is a tire that is sliced in two halves that cannot trap air or water. These processed tires are then loaded by hand onto trailers to be transported for final disposal. Utilizing this method, the facility could process up to 600 tires daily.



4. Any used tires are stacked by rim size to be sold for reuse in the near future. These tires are covered to keep out water.



5. The manifests from the new tire dealers are completed, noting the number of reused tires from processed tires. Also noted are the number of tires processed that were accumulated by the retail operation of West Monroe Tire Service from the sale of tires by the facility.



6. The processed tire material is then transported to the landfill, accompanied by a manifest, noting the weight of the processed tire material. This material is then buried so as not to create an environmental hazard for Louisiana citizens.



7. At the end of each month, all of the tires that were processed, or reused, are then totalled up. Copies of the daily logs and manifests showing waste tires, reused tires, and weight of processed tire material transported to the landfill, are then mailed to the Department of Environmental Quality.